

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

REMARKS/ARGUMENTS

This Amendment is being filed in response to the final Official Action of July 25, 2007. The final Official Action no longer rejects any of the pending claims as being anticipated by or unpatentable over Svensson et al. Instead, the final Official Action rejects Claims 1, 4-6, 8-10, 13-15, 17-19 and 22-24 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,240,015 to Karmouch et al., in view of U.S. Patent Application Publication No. 2004/0064707 to McCann et al. The Official Action then rejects the remaining claims, namely Claims 2, 3, 7, 11, 12, 16, 20 and 21 as being unpatentable over Karmouch in view of McCann, and further in view of one or more of U.S. Patent No. 6,473,785 to Mizuno et al., U.S. Patent No. 7,139,565 to Fiatal et al., or U.S. Patent Application Publication No. 2002/0083183 to Pujare et al.

As explained below, Applicant respectfully submits that the claimed invention is patentably distinct from Karmouch, McCann, Mizuno, Fiatal and Pujare, taken individually or in combination; and accordingly traverses the aforementioned rejections of the claims. Nonetheless, Applicant has amended independent Claim 10 to correct an inadvertent typographical error. In view of the amendment to Claim 10 and the remarks presented herein, Applicant respectfully requests reconsideration and allowance of all of the pending claims of the present application. Alternatively, as neither the amendment to Claim 10 nor the remarks presented herein raise any new issues or introduce any new matter, Applicant respectfully requests entry of this Amendment for purposes of narrowing the issues upon appeal.

A. Claims 1, 4-6, 8-10, 13-15, 17-19 and 22-24 are Patentable

Briefly, Karmouch discloses an architecture of multiple agents for setting up and enforcing policies within each site of a virtual network. As disclosed, a policy server receives obligation and authorization policies from agents, manages the status of the policies, and ensures that new policies do not conflict with existing policies. The policy server distributes the obligation policies to the agents responsible to perform actions specified therein, and distributes the authorization policies to an authorization server that grants agents authorization to perform a set of actions. In this regard, a requester agent required to perform an action sends a request for an authorization to the authorization server, which processes the request and, if the request is

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

authorized, delivers a ticket to the requester agent. The requester agent then sends the ticket to an agent executor, which verifies the ticket and, if the ticket is verified, executes the action.

According to one aspect of the claimed invention, as reflected by independent Claim 10, a system for controlling access to an event includes first and second network entities, and an event server maintaining an event. The first network entity is configured to control access to event-based information available within a network and associated with the event. In this regard, the first network entity is configured to receive consent to access the event-based information associated with the event, automatically create an authorization upon receiving the consent, and thereafter transmit the authorization. The second network entity is configured to receive the authorization, and thereafter transmit a subscription message. The subscription message includes the authorization and an event package describing the event-based information. Finally, the event server is configured to receive the subscription message, and thereafter determine whether to accept the subscription message based upon the authorization.

In contrast to the claimed invention, Karmouch (as well as McCann, Mizuno, Fiatal and Pujare) does not teach or suggest a first network entity (controlling access to event-based information) receiving consent to access the event-based information, and automatically creating an authorization upon receiving the consent; that authorization thereafter being transmitted in a subscription message to an event server. The Official Action alleges that Karmouch disclosing the authorization server receiving the authorization policies corresponds to the recited receiving consent. Taking this interpretation as given (although expressly not admitted), however, Karmouch does not teach or suggest that the authorization server automatically creates an authorization after receiving those policies, similar to independent Claim 10. In fact, the only item that one could argue corresponds to the recited authorization is the ticket generated by the authorization server and delivered to the requester agent. Nowhere, however, does Karmouch teach or suggest that the authorization server automatically creates this ticket upon receiving the policies that support it. Instead, Karmouch implies that its ticket is created in response to a request from an agent requester.

Similar to Karmouch, Applicant respectfully submits that McCann likewise does not teach or suggest the aforementioned consent and automatic authorization-creation features of

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

independent Claim 10. Applicant therefore respectfully submits that independent Claim 10, and by dependency Claims 11-18 and 23, is patentably distinct from Karmouch and McCann, taken individually or in combination. Applicant also respectfully submits that independent Claims 1 and 19 recite subject matter similar to that of independent Claim 10, including the aforementioned consent and automatic authorization-creation features. As such, Applicant also respectfully submits that independent Claims 1 and 19, and by dependency Claims 2-9, 20-22 and 24, are also patentably distinct from Karmouch and McCann, taken individually or in combination, for at least the reasons given above.

In addition to the foregoing, Applicant respectfully submits that various ones of dependent Claims 2-9, 11-18 and 20-24 recite features further patentably distinct from Karmouch and McCann, taken individually or in combination. As an example, the features of dependent Claims 22-24 will now be addressed below.

1. Dependent Claims 22-24

Dependent Claim 23 (and similarly Claims 22 and 24) further recites that the first network entity is configured to control access to event-based information related to the first network entity. This feature is also patentably distinct from Karmouch in view of McCann. Notably, while the Official Action alleges that Karmouch discloses a first network entity controlling access to event-based information, the Official Action attributes the feature of dependent Claim 23 to McCann. Again, the Official Action alleges that the authorization server of Karmouch corresponds to the first network entity of independent Claim 10, and by dependency Claim 23. In accordance with dependent Claim 23, the first entity, which receives the consent and automatically thereafter creates the authorization, is also the same entity with which the event-based information is related. Even if one could argue that McCann discloses controlling access-based information related to an entity, there is nothing to suggest that one skilled in the art would have been motivated to combine Karmouch and McCann such that the event-based information of the combination relates to the authorization server of Karmouch (allegedly the first network entity).

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

For at least the foregoing reasons, Applicant respectfully submits that the rejection of Claims 1, 4-6, 8-10, 13-15, 17-19 and 22-24 as being unpatentable over Karmouch, in view of McCann is overcome.

B. Claims 2 and 11 are Patentable

The first Official Action rejects Claims 2 and 11 as being unpatentable over Karmouch, in view of McCann, and further in view of Mizuno. Applicant respectfully submits, however, that Mizuno does not cure the defects of Karmouch and McCann, and accordingly, respectfully submit that the claimed invention is patentably distinct from Karmouch in view of McCann, and further in view of Mizuno. More particularly, similar to Karmouch and McCann, and in contrast to independent Claims 1 and 10, and by dependency Claims 2 and 11, Mizuno does not teach or suggest a first network entity (controlling access to event-based information) receiving consent to access the event-based information, and automatically creating an authorization upon receiving the consent; that authorization thereafter being transmitted in a subscription message to an event server.

Moreover, Applicant respectfully submits that, like Karmouch and McCann (as conceded in the Official Action), Mizuno also does not teach or suggest the feature of Claims 2 and 11. In this regard, dependent Claim 11 (and similarly Claim 2) recites that the second network entity is configured to transmit a request to the first network entity to access the event-based information prior to the first network entity receiving the consent to access the event-based information. As cited for disclosing this feature, Mizuno discloses one application program requesting, from another application program, operation rights to perform operations. Nowhere, however, does Mizuno teach or suggest an application program receives a request for an operation right prior to receiving consent to provide that operation right, similar to independent Claim 11 (and Claim 2). Rather, as cited against Claims 2 and 11, Mizuno merely discloses a request/response technique whereby the other application receives a request for an operation right and, in response thereto, abandons the operation right and sends an appropriate response to the requesting application.

Applicant therefore respectfully submits that the claimed invention is patentably distinct from Karmouch, McCann and Mizuno, taken individually or in any proper combination. And for

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

at least the foregoing reasons, Applicant respectfully submit that the rejection of Claims 2 and 11 as being unpatentable over Karmouch in view of McCann, and further in view of Mizuno, is overcome.

C. *Claims 3, 12 and 20 are Patentable*

The first Official Action rejects Claims 3, 12 and 20 as being unpatentable over Karmouch, in view of McCann and Mizuno, and further in view of Fiatal. Applicant respectfully submits, however, that Fiatal does not cure the defects of Karmouch, McCann and Mizuno, and accordingly, respectfully submit that the claimed invention is patentably distinct from Karmouch in view of McCann and Mizuno, and further in view of Fiatal. More particularly, similar to Karmouch, McCann and Mizuno, and in contrast to independent Claims 1, 10 and 19, and by dependency Claims 3, 12 and 20, Fiatal does not teach or suggest a first network entity (controlling access to event-based information) receiving consent to access the event-based information, and automatically creating an authorization upon receiving the consent; that authorization thereafter being transmitted in a subscription message to an event server.

Applicant also respectfully submits that, like Karmouch, McCann and Mizuno (as conceded in the Official Action), Fiatal also does not teach or suggest the feature of at least Claims 3 and 12. In this regard, dependent Claim 3 (and similarly Claim 12) recites that the second network entity being configured to transmit the request includes being configured to transmit a trigger to the first network entity such that the first network entity can execute the trigger to thereby activate the request to access the event-based information. As cited for disclosing this feature, Fiatal discloses a mobile device receiving a trigger notification that a new email has arrived at the email server, thereby prompting the mobile device to establish a connection with a management server and send a request to a personal client. Nowhere, however, does Fiatal teach or suggest the mobile device (alleged first network entity) receives the trigger from the email server (alleged second network entity) which, when executed, activates a request also received by the mobile device from the email server, similar to Claims 3 and 12 whereby the request activated by executing the trigger to the first network entity from the

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

second network entity is the request received at the first network entity from the second network entity (see Claims 2 and 11 as to the request).

In addition to the foregoing, Applicant respectfully submits that the final Official Action fails to establish *prima facie* obviousness of dependent Claim 20. In this regard, as explained in the MPEP, all of the elements of a claimed invention must be taught or suggested by the prior art to establish *prima facie* obviousness of a claimed invention. MPEP § 2143.03 (*citing In re Royka*, 490 F.2d 981 (CCPA 1974)). In the instant case, however, the Official Action fails to allege any prior art, including any of Karmouch, McCann or Mizuno (as conceded in the Official Action), Fiatal (or even Pujare), that teach or suggest, individually or in combination, all of the elements of dependent Claim 20. Applicant notes that, in rejecting Claim 20, the Official Action uses the same rationale as that for rejecting dependent Claims 3 and 12. Applicants respectfully submit, however, that Claims 3 and 12, and Claim 20, include different limitations directed to different aspects of the claimed invention. In this regard, while Claims 3 and 12 are directed to transmitting a trigger from the second to the first network entity, and executing the trigger at the first network entity to activate a request; Claim 20 is directed to receipt of a request triggering a prompt to receive consent. Thus, Applicants respectfully submit that Claim 20 cannot be rejected for solely the same rationale as that for rejecting dependent Claims 3 and 12.

Applicant therefore respectfully submits that the claimed invention is patentably distinct from Karmouch, McCann, Mizuno and Fiatal, taken individually or in any proper combination. And for at least the foregoing reasons, Applicant respectfully submit that the rejection of Claims 3, 12 and 20 as being unpatentable over Karmouch in view of McCann and Mizuno, and further in view of Fiatal, is overcome.

D. *Claims 7 and 16 are Patentable*

The first Official Action rejects Claims 7 and 16 as being unpatentable over Karmouch, in view of McCann, and further in view of Pujare. Applicant respectfully submits, however, that Pujare does not cure the defects of Karmouch and McCann, and accordingly, respectfully submit that the claimed invention is patentably distinct from Karmouch in view of McCann, and further in view of Pujare. More particularly, similar to Karmouch and McCann, and in contrast to

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

independent Claims 1 and 10, and by dependency Claims 7 and 16, Pujare does not teach or suggest a first network entity (controlling access to event-based information) receiving consent to access the event-based information, and automatically creating an authorization upon receiving the consent; that authorization thereafter being transmitted in a subscription message to an event server.

Moreover, Applicant respectfully submits that the Official Action fails to establish prima facie obviousness of Claims 7 and 16, which requires at least a suggestion or motivation to modify the references or to combine reference teachings. *See* MPEP § 2143. In the instant case, the Official Action does allege a motivation for combining Karmouch and McCann, citing a passage of McCann as support for this alleged motivation. Nowhere, however, does the Official Action allege any motivation for further combining Karmouch, or rather the combination of Karmouch and McCann, with Pujare. That is, even if it could be argued that one would have been motivated to combine Karmouch and McCann, this same motivation does not support the further combination of those references with Pujare, particularly considering the alleged motivation could presumably be achieved merely combining Karmouch and McCann, without further combination with Pujare.

Applicant therefore respectfully submits that the claimed invention is patentably distinct from Karmouch, McCann and Pujare, taken individually or in any proper combination. And for at least the foregoing reasons, Applicant respectfully submit that the rejection of Claims 7 and 16 as being unpatentable over Karmouch in view of McCann, and further in view of Pujare, is overcome.

Application No.: 10/602,078
Amendment Dated August 24, 2007
Reply to Official Action of July 25, 2007

CONCLUSION

In view of the amendment to Claim 10 and the remarks presented above, Applicant respectfully submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues. As explained above, no new matter or issues are raised by this Amendment, and as such, Applicant alternatively respectfully requests entry of this Amendment for purposes of narrowing the issues upon appeal.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



Andrew T. Spence
Registration No. 45,699

Customer No. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111
LEGAL02/30489115v1

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON AUGUST 24, 2007.